

BUDGET NPIC

NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)	
REQUISITION OR OTHER PURCHASE AUTHORITY 65-100,244 10134	CONTRACT/TASK ORDER NO. 25X1A
ISSUING OFFICE	
NAME [REDACTED]	ADDRESS Post Office Box 8043 Southwest Station Washington, D. C. 20024
CONTRACTOR	
NAME [REDACTED]	ADDRESS [REDACTED] 25X1A
CONTRACT FOR Consulting services for Analysis of Equipment Maintenance Requirements and Development of Trouble/Failure Reporting System	
AMOUNT [REDACTED]	
APPROPRIATION AND OTHER ADMINISTRATIVE DATA	
25X1A	
25X1A	
25X1A	
This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made.	
This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an <input type="checkbox"/> Individual, <input type="checkbox"/> Partnership, <input type="checkbox"/> Corporation, incorporated in the State of _____, hereinafter called the Contractor.	
The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein.	
The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.	
The Contractor represents (a) that it <input type="checkbox"/> is, <input type="checkbox"/> is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it <input type="checkbox"/> has, <input type="checkbox"/> has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder <input type="checkbox"/> will, <input type="checkbox"/> will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees, set forth on the reverse hereof.	
IN WITNESS WHEREOF, the parties hereto have executed this contract as of 11 January 1965.	
SIGNATURES (Type or print all names under all signatures)	
CONTRACTOR [REDACTED] BY 25X1A TITLE	THE UNITED STATES OF AMERICA 25X1A BY [REDACTED] CONTRACTING OFFICER
WITNESSES (In case of corporation, witnesses not required, but certificate on the reverse must be completed.)	

Declass Review by NIMA/DOD

NOTICE

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

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SECURITY NOTE

This contract and correspondence relating thereto must be handled in strict accordance with classified handling and storage instructions furnished the contractor under separate cover by the procuring activity.

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(SIGNATURE)

(Corporate Seal)

CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES

The Contractor represents: (a) that he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 44, Secs. 150.7 and 150.5(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)

TERMS AND CONDITIONS

1. **SELLER'S INVOICES** -- Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number, Order number (if any), Item number; contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.

2. **LABOR INFORMATION** -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc. may be obtained from Wage and Hour and Public Contracts Division, Department of Labor, Washington 25, D. C.

3. **DISCOUNTS:** In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.

4. **SAMPLES:** Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.

5. **GOVERNMENT-FURNISHED PROPERTY** -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.

6. **AGENTS** -- Contracts signed by an agent must be accompanied by evidence of his authority.

7. **ALTERATIONS** -- Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.

8. **MISTAKES** -- Contractors are expected to examine the drawings, specifications, circulars, schedule and all instructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

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SCOPE OF WORK:

The Contractor shall analyze maintenance requirements for equipment located at a Government site and develop a Trouble/Failure Reporting System and a Maintenance Program in accordance with [REDACTED] dated 11 March 1964, which is incorporated herein by reference and made a part of this Contract.

PERFORMANCE OF CONTRACT:

The Contract shall be performed in two (2) phases as set forth herein:

Phase I

Definition of procedures required for Trouble/Failure Reporting System and Maintenance Program.

Phase II

Development of procedures required for implementation of Trouble/Failure Reporting System and Maintenance Program.

PERIOD OF PERFORMANCE:

The period of performance under this Contract shall be 11 January 1965 to 11 July 1965.

DELIVERABLE ITEMS:

1. At the conclusion of Phase I the Contractor will furnish an Interim Report (six copies) in such form as may be requested by the Technical Representative of the Contracting Officer.
2. At the conclusion of Phase II the Contractor will furnish a Final Report (six copies) in such form as may be requested by the Technical Representative of the Contracting Officer.

DELIVERY:

In the event any item under this Contract is personally delivered to the Technical Representative of the Contracting Officer, a signed receipt in duplicate must be obtained from said representative and one copy attached to any invoice submitted for reimbursement for such item(s). Failure to do so will result in suspension of payment, since the Disbursing Officer is prohibited from making payment without evidence of delivery to other than the designated consignee.

NAME OF CONTRACTOR [REDACTED]

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 GROUP 1
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 AND DECLASSIFICATION

(SCHEDULE)

25X1A

CONSIGNEE ADDRESS:

25X1A

COMPENSATION/FUNDING:

25X1A

Phase I, to consist of an approximately thirty (30) man-day effort over a three (3) month period, will be performed on a time and material basis as set forth hereunder. For this purpose there is hereby obligated an amount of [REDACTED] The obligated amount is, as indicated, an estimated amount, it being understood that complete reimbursement for the aforesaid work by the Contractor shall be reimbursed in accordance with the following rates:

25X1A

Materials:

Any materials furnished by the Contractor at the request of the Technical Representative of the Contracting Officer shall be at net cost to the Contractor.

Records:

The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period of performance hereunder and for three (3) years thereafter any of the time records for inspection or audit by the Contracting Officer or his duly authorized representative.

Payments:

The Contractor shall be reimbursed hereunder in accordance with the "Payments, Time, and Materials" clause attached hereto as "ATTACHMENT A."

Phase II Price:

At the conclusion of Phase I the Contractor agrees to negotiate a mutually satisfactory firm-fixed-price for performance of Phase II of the contract.

25X1A

NAME OF CONTRACTOR

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(SCHEDULE)	CONTRACT/TASK ORDER NO. [REDACTED]	PAGE 3 OF 3 PAGES
<p style="text-align: right;">25X1A</p> <p><u>TRAVEL:</u></p> <p>Travel expenses shall be reimbursed as follows:</p> <ol style="list-style-type: none"> 1. Necessary travel expenses actually incurred in performance of the work under this contract. 2. Subsistence expenses actually incurred while in a travel status under this contract shall be reimbursed at a rate not to exceed TWENTY DOLLARS (\$20.00) per day. <p><u>SECURITY REQUIREMENTS:</u></p> <p>The association of the Sponsor with the work to be performed under this contract is classified CONFIDENTIAL. The employees of the Contractor involved in this work will be exposed to documents, materials and information at the Sponsor's premises that are security classified up to and including TOP SECRET. Accordingly, only such employees of the Contractor as have been approved by the Contracting Officer in writing may be assigned to this work. No security classified material may be removed from the Sponsor's premises, nor shall the Contractor generate any written records pertaining to such security classified material, nor orally disclose same to any other person(s) (including other Contractor officials and/or employees) without specific written authorization from the Contracting Officer. The Contractor further agrees that permission will not be requested for removal of any material from the Sponsor's premises that is classified higher than SECRET.</p> <p><u>NON-PUBLICITY:</u></p> <p>It is a specific condition of this agreement that the Contractor shall not use or allow to be used any aspect of this agreement for publicity or advertisement purposes. The Contractor may request a waiver of the foregoing but shall not deviate therefrom unless so authorized in writing by the Contracting Officer.</p> <p><u>INVOICE INSTRUCTION:</u></p> <p>On all invoices submitted under this contract, the Contractor shall include the sponsor approved mailing address for payment.</p> <p>The Contractor shall comply with the General Schedule Provisions, attached hereto and made a part hereof. In the event of any discrepancy between the foregoing and the General Schedule Provisions, the foregoing shall apply.</p> <p>25X1A</p> <p>NAME OF CONTRACTOR [REDACTED]</p>		

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